

**FAIRFAX-FALLS CHURCH COMMUNITY POLICY AND MANAGEMENT TEAM  
12011 GOVERNMENT CENTER PARKWAY  
SUITE 500  
FAIRFAX, VA 22035**

**AGREEMENT FOR PURCHASE OF SERVICES**

This Agreement is entered into by and between the Fairfax-Falls Church Community Policy and Management Team (CPMT) or the Fairfax County Department of Family Services (DFS), as the case may be, hereinafter referred to as the "Buyer" and hereinafter referred to as the "Provider." It is understood that this entire Agreement for Purchase of Services, hereinafter referred to as the "Agreement," contains General Terms and Conditions which are to be adhered to by all parties, as well as Specific Terms and Conditions of the Addendum, if any, applicable to the services to be provided by the Provider, and a Rate Sheet. Where there exists any inconsistency between the General Terms and Conditions of the Agreement and the terms of the Addendum, if any, the provisions of the Addendum will control.

Whereas the Buyer is responsible for providing services purchased hereunder pursuant to Title 2.2-5200 - 2.2-5214 of the Code of Virginia;

Whereas the Provider has established itself as a qualified provider of the services purchased hereunder and meets all applicable State and federal standards relative to those services:

NOW THEREFORE, the parties hereto do mutually agree as follows:

**GENERAL TERMS AND CONDITIONS**

1. **ADHERENCE TO THE LAW:** This Agreement is subject to the provisions of all applicable State and federal laws and regulations, as the same may be amended from time to time. This Agreement shall be governed in all respects, whether as to validity, construction, capacity, licensure, performance or otherwise, by the laws of the Commonwealth of Virginia without reference to the conflict of laws principles.
2. **SPECIFIC INTERPRETATIONS:** The failure of the Buyer to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided or to require at any time performance by the Provider of any of the provisions hereof shall in no way affect the validity of this Agreement or any part thereof, or the right of the Buyer to thereafter enforce each and every provision. All remedies afforded in the Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein by law.
3. **OTHER AGREEMENTS:** Any documents expressly referred to in this Agreement but not attached hereto, including among others, the Individual Family Service Plan (IFSP) and the Individualized Education Program (IEP), are incorporated by reference as part of this Agreement.

In the event any provision of the Agreement for Purchase of Services is inconsistent with the placement agreement of the Provider the provisions of the Agreement for Purchase of Services will prevail.

4. **QUALITY OF CARE:** The Provider shall permit representatives authorized by the Buyer to conduct program, facility, and fiscal reviews/visits in order to assess service quality. Such reviews/visits may include but are not limited to, site visits, meetings with the child(ren) provided for under this Agreement, review and copying any and all records maintained on children covered by this Agreement, review of individual service plans, review of service policy and procedural issuances, review of staffing ratios and job descriptions and meetings with any staff directly or indirectly involved in the provision of services. Such reviews may occur as often as deemed necessary by the Buyer and may be with or without prior notification. The above mentioned fiscal reviews are limited to the invoices associated with specific Fairfax CPMT placed children.

The Provider will assure that the treatment plan is developed in conjunction with the Buyer, is consistent with and can be expected to meet the goals recorded in the IFSP and supporting documents. The Provider will assure that the treatment services delivered by the Provider are consistent with the treatment plan for the child/youth and family. The Provider will assure that the youth and the family are progressing toward the goals of the IFSP. The Buyer will review the procedures related to emergencies, client

satisfaction and service delivery to assure implementation of all aspects of the treatment plan. The Buyer will share formal assessment of outcomes with the Provider and client perceptions of satisfaction and outcomes.

In the event the Provider believes it is in the best interest of the child to relocate the daily living residence of the child, the Provider shall discuss with the case manager of the placing agency of the child the proposed relocation, the circumstances surrounding the proposed relocation and the impact the move shall have on the child. If the Buyer disagrees that it is in the best interest of the child, the Buyer may make alternative placement plans for the child.

If the Provider is unable to discuss with the case manager of the placing agency of the child the relocation prior to its occurrence, the Provider shall notify the case manager within twenty four (24) hours of the move or by the next business day. The Buyer may make alternative placement plans for the child if the relocation is not in accordance with the treatment plan of the child.

5. **RECORDS MAINTENANCE:** The Provider and any subcontractor shall maintain an accounting system and supporting records adequate to assure that invoices are in accordance with applicable State and federal requirements. Such supporting records shall reflect all direct and indirect costs of any nature expended in the performance of this Agreement and all income from any source. If required, the Provider shall also collect and maintain fiscal and statistical data on forms designated by the Buyer. The Provider shall maintain such program records as may be required by the Buyer. The Provider covenants to retain all books, records and other documents relative to this Agreement for three (3) years after termination or final payment under this Agreement, except when a longer period of retention is necessary for the purposes of complying with the requirements of an unresolved federal or State audit, State or federal law, or court order. The Buyer, its authorized agents, and/or State and federal auditors shall have full access to and the right to examine any of said materials specific to children served by this Agreement during said period. In the event of a determination that the Provider received funds improperly or did not provide the authorized services or goods for which funds were received, the Provider shall provide the Buyer full restitution of any such funds.

The Buyer, based upon findings, may require that the Provider, within thirty (30) calendar days from the date of the request, submit an independent Certified Public Accountant prepared compilation, review or audit. The requested compilation, review or audit must have been completed within the last two fiscal years.

6. **CONFIDENTIALITY:** Any information obtained by the Provider concerning the child pursuant to this Agreement shall be maintained as confidential. Use and/or disclosure of such information by the Provider shall be limited to purposes directly connected with the Provider's responsibilities for services under this Agreement. If applicable, it is further agreed by both parties, that this information shall be safeguarded in accordance with the provisions of Title 63.2, Sections 102 and 104 of the Code of Virginia (1950), as amended, and any other applicable provisions of State and federal laws and regulations including but not limited to the Individuals with Disabilities Education Act, 20 USCS@1400, et seq. (2002) (IDEA), the Family Education Rights Privacy Act of 1974 and/or Educational Records Management regulations, and the Health Insurance Portability and Accountability Act of 1996, as amended.

The Provider shall comply with the confidentiality provisions of VA. Code Section 2.2-5210. This includes, among others, not photographing the child/youth placed by the Buyer nor permitting media coverage of the child/youth without the written permission of the parent(s) or the legal guardian, as the case may be. It further precludes audiovisual recording of the child/youth as well as prohibits the child's/youth's participation in any research projects without the written permission of the parent(s) or the legal guardian, as the case may be.

7. **SUBCONTRACTORS:** The Provider shall not enter into subcontracts for any of the services to be provided under this Agreement without obtaining prior written approval from the Buyer. The Rate Sheet shall reflect those services which are approved and subcontracted by the Provider. Unless otherwise agreed in writing by the Buyer, such subcontractor shall be required to comply with all of the terms and conditions set forth in this Agreement. The Provider is responsible for the performance of its subcontractors. However, prior written approval shall not be required for the purchase by the Provider of articles, supplies and equipment which are incidental but necessary for the performance of the services to be provided under this Agreement. The Provider shall not assign this Agreement without prior written approval of the Buyer, which approval shall be attached to this Agreement and subject to such conditions

and provisions as the Buyer may deem necessary. Nothing in this Agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the scope of service contained herein.

8. **EMPLOYEES:** Neither the Provider, nor its employees, assignees or subcontractors shall be deemed employees or agents of the Buyer by virtue of the services to be performed pursuant to this Agreement or the contractual relationship established hereby. The Provider shall have the sole responsibility for its staff, including its work, personal conduct, directions and compensation. The Provider hereby agrees to indemnify and hold harmless the Buyer from any and all employee tax liability (including withholding liability) and any employment-related claims, including any claim of entitlement to employee benefits, imposed or threatened to be imposed solely as a result of the contractual relationship established hereby.

The Provider will be in compliance with its state's laws and regulations relating to the conducting of criminal checks of its employees.

Upon request of the Buyer, the Provider will submit resumes and, if applicable, credential information for certain employees, so long as no Federal or State law is breached as to information protected by confidentiality laws.

9. **HOLD HARMLESS:** The Provider does hereby agree to indemnify and hold harmless the Buyer, its members, officers, agents and employees from any and all claims, liability and expenses including without limitation, attorneys' fees arising from or in connection, with but in no event limited to, bodily injury, personal injury or property damage resulting from any negligent actions or inactions of the Provider, its agents, or employees or the breach by the Provider, its agents or employees of any representation, warranty, certification, or covenant made in this Agreement, including its Addenda (collectively, the "Indemnity Obligations"). In addition to any other remedies the Buyer may have with respect to an unpaid Indemnity Obligation, the Buyer shall have the right to offset the amount of any unpaid Indemnity Obligation against any amounts due the Provider under this Agreement or any Addenda.

10. **CHILD PROTECTIVE SERVICE INFORMATION:** Employees providing services to or having contact with a client placed by Fairfax County must be checked through a child protective service registry in the state the client is placed within sixty (60) days of employment, so long as the aforementioned employee check is not in conflict with the Provider's state's laws. If it is known that the employee has moved from another state and has worked with children within one year of his or her employment, this state must also be checked. If the Provider is notified that any of its employees are named in a child protective service registry, then this information will be made available by the Provider to the Buyer within sixty (60) days of receipt of such notice.

11. **DISCRIMINATION:** During the performance of this Agreement, the Provider agrees as follows:

- A. It will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disability, except where religion, sex, national origin, or physical and mental ability is a bona fide occupational qualification reasonably necessary to the normal operation of the Provider. The Provider agrees to post in conspicuous places, available to employees or applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Provider, in all solicitations or advertisements for employees placed by or on behalf of the Provider, will state that such Provider is an equal opportunity employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The Provider shall include the provisions of the foregoing paragraphs A, B and C in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor of the Provider.

12. **RATES:** The Provider is required to have all services and rate information entered and up-to-date in the Service Fee Directory by the beginning of the contract year. Any non-payment to the Buyer because of a provider's negligent failure to enter current services and rates into the Service Fee Directory will result in non-payment to the Provider. The Provider states that the rates for the services described in this Agreement are not more than those set forth in the Service Fee Directory, except as defined in Title 2.2-5214 of the Code of Virginia. The Provider will not charge or accept from the Buyer compensation for

services which is more than the Provider charges other public governmental buyers of equivalent services in equivalent volumes. The Provider agrees that no child or any member of the child's family will be charged a fee besides the rate agreed to by the Buyer for the same service, except services specifically excluded. The rates applicable to services provided in accordance with this Agreement appear on the "Rate Sheet" attached to this Agreement. The Buyer may purchase only those services included on the Rate Sheet attached to this Agreement. In the event the Provider elects to offer services not included on the Rate Sheet attached hereto, the Provider will submit to the CPMT a request to add the service. Approval from the CPMT shall be secured prior to the offering of the service. Failure to obtain such approval will result in non-payment for such services. The Provider guarantees that any cost incurred pursuant to this Agreement shall not be included or allocated as a cost of any other federal, State, or locally financed program.

- 13. INSURANCE:** The Provider shall be responsible for its services and every part thereof, and for all personnel, materials, tools, equipment, appliances and property of any and all description used in connection therewith. The Buyer shall in no event be responsible for any direct or indirect damage or injury to the property or persons used or employed by the Provider on or in connection with the services contracted for, or any damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Agreement.
- A.** The Provider agrees to maintain (i) statutory Worker's Compensation and (ii) Employers' Liability insurance in limits of not less than \$100,000 to protect the Provider from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.
  - B.** The Provider agrees to maintain commercial general liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the Provider, its subcontractors, its officers and employees against any and all injuries to third parties, including bodily injury, property damage, and personal injury, resulting from any action or operation under the Agreement or in connection with the agreed work.
  - C.** If applicable to this contract, the Provider agrees to maintain owned, non-owned and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Provider.
  - D.** The Provider agrees to maintain during the term of this agreement professional liability insurance or medical malpractice insurance in the limits of \$1,000,000 per occurrence/ aggregate. The coverage shall remain in effect for two (2) years following the termination of this Agreement.
  - E.** Liability insurance may be arranged by general liability and automobile liability policies for the full limits required, or for a combination of underlying liability policies for lesser limits with the remaining limits provided by an excess or umbrella liability policy.
  - F.** The Provider agrees to provide insurance issued by companies acceptable to the Buyer and authorized to do business in the State of Virginia, and/or with the Best's Key Rating of at least A:VI. The only exceptions to this are insurers of the London Syndicate and other recognized British and European insurers, and Surplus Lines Market that are not rated by the Best Guide.
  - G.** The Provider shall provide a copy of Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the Buyer prior to the signing of this Agreement.
  - H.** The Provider shall provide on demand certified copies of all insurance coverage required by this Agreement within ten (10) days of such demand. These certified copies shall be sent directly to the Contracting Officer of the Buyer by the Provider's insurance agent or representative.
  - I.** No change, cancellation or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the Provider Relations Representative of the Buyer. The Provider shall furnish a certificate prior to any change or cancellation date. The failure of the Provider to deliver a new and valid certificate shall result in suspension of all payments until the new certificate is furnished.

- J. Unless otherwise specified, insurance required by this Agreement shall be in full force and effect throughout the Agreement term. If the Provider fails to provide the Buyer with acceptable evidence of current insurance within ten (10) days after written notice during the Agreement term, the Buyer shall have the absolute right to terminate the Agreement without any further obligation to the Provider.
  - K. Precaution shall be exercised for the protection of persons (including employees) and property.
  - L. If an "ACORD" Insurance Certificate form is used by the Provider's insurance agent, the words, "endeavor to" and "...but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted or marked out.
  - M. Nothing contained herein shall be construed to be a waiver of the Buyer's sovereign immunity under law.
  - N. The Buyer, its officers and employees shall be named as an "additional insured" in the Automobile, General Liability and Professional Liability policies, and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the Buyer may possess".
14. **LICENSURE:** The Provider represents and warrants that it (i) duly holds all necessary licenses required by local, State, federal laws and regulations and (ii) will furnish satisfactory proof of such licensure to the Buyer's Provider Relations Representative within ten (10) days after the execution of this Agreement. The Provider covenants that it will maintain its required licensed status with the appropriate governmental authorities and will immediately notify the Provider Relations Representative in the event such licensing is suspended, withdrawn or revoked. The Provider agrees that such suspension, revocation or withdrawal shall constitute grounds for the immediate termination of this Agreement. Misrepresentation of possession of such license shall constitute a breach of contract and terminate this Agreement without written notice and without financial obligation on the part of Buyer to pay the Provider's invoices.

In the event the Provider is found in material non-compliance with the regulation of its licensing authority, the Provider will notify the Provider's Relations Representative.

15. **SERIOUS INCIDENT REPORTING:** The following procedures shall be adhered to in reporting a serious incident, actual or alleged, which is related to youth placed by the Buyer. A serious incident includes, among others, abuse or neglect; criminal behavior; death; emergency treatment; facility related issues, such as fires, flood, destruction of property; food borne diseases; physical assault/other serious acts of aggression; sexual misconduct/assault; substance abuse; serious illnesses, (such as tuberculosis or meningitis); serious injury (accidental or otherwise); suicide attempt; unexplained absences; or other incidents which jeopardize the health, safety, or well being of the youth.

Within 24 hours of a serious incident, or by the next business day, the Provider shall report the incident by speaking to or leaving a message for the case manager of the placing agency of each youth involved. Within 48 hours of the serious incident, the Provider shall complete and submit to the case manager of the placing agency for each youth involved a written report.

The written report of the serious incident shall provide a factual, concise account of the incident and include:

name of facility/provider; name of person completing form; date and time of serious incident; date of the report; child/youth's name, age, gender, ethnicity; placing agency name; placing agency case manager's name; where the incident occurred; description of incident (including what happened immediately before, during and after the incident); names of witnesses; action taken in response to incident; names/agencies notified (family, legal guardian, child protective services, medical facility, police); recommendations for follow-up and/or resolution of incident; signature of person completing report; and facility/provider director's (or designee) signature and date

Separate reports should be completed and submitted for each child/youth involved and placed by the Buyer. The Provider is responsible for ensuring the confidentiality of the parties involved in the incident.

In the event the case manager of the placing agency determines that a serious incident has occurred the case manager will notify the Provider of the allegation. The Provider shall within 48 hours of the case manager's notification complete and submit a written report as provided, supra.

16. **REPORTS:** Unless otherwise stipulated in each Service Addendum, the Provider shall submit to the Buyer a proposed written IEP or IFSP, as the case may be, within thirty (30) calendar days of the initiation of services to the child/youth. All plans and reports shall include at least the following information: short and long term goals, anticipated time of completion, prognosis, medications administered (if any), progress or lack of progress of child and reasons thereof, and any significant incidents affecting the child. If the Provider fails to provide any written treatment plan, progress report, or termination report in a timely manner, the Buyer may withhold payment of the Provider's invoices until such plan or report is received.

The Provider shall provide the case manager with a copy of any reports of annual physical and dental examinations and psychological or psychiatric examinations of the child/youth conducted while under the care of the Provider.

If requested by the Buyer, the Provider shall provide a monthly utilization report for each child. The Provider shall submit the monthly utilization report within five (5) days after the end of each calendar month.

17. **PURCHASE OF SERVICE ORDER:** This Agreement, attached Addendum/a, if applicable, and attached Rate Sheet(s) contain the entire terms for purchase of services contemplated hereby, but do not obligate the actual purchase of any services. A Purchase of Service Order (PO) setting forth a description of the services and the duration thereof, will be presented to the Provider on a child specific basis when the Buyer chooses to purchase services. The PO will be mailed to the Provider for review, acceptance and signature indicating approval with the child specific service terms.

A Purchase of Service Order will not be issued for the payment of Room and Board for children/youth whose Room and Board will be paid with Title IV E funding. A check, separate from that issued for payment for other CSA services provided by the Provider, shall be issued to pay for the room and board funded by Title IV-E.

If the Provider does not receive the Purchase Order within fifteen (15) business days after placement of the child, the Provider shall notify the CPMT Payment Processing Team by telephoning (703) 324-7862 or by writing the Fairfax-Falls Church CPMT Payment Processing Team, P.O. Box 3406, Fairfax, VA 22038-3406.

The Provider shall charge the Buyer only when and as authorized by the PO signed by the Buyer. The Purchase of Service Order is incorporated into this Agreement by reference.

18. **BUYER TERMINATION OF PURCHASE OF SERVICE ORDER:** The Purchase of Service Order may be modified, amended or terminated by the Buyer at any time for child-related causes to include, but not limited to, changes in eligibility and changes in child progress as well as for the provision of inadequate or inappropriate services for the child. The Buyer may not terminate or adjust the Purchase of Service Order arbitrarily or without cause. In the event that the Buyer becomes unable to honor the approved PO for causes beyond the Buyer's reasonable control, including but not limited to, failure to receive sufficient federal, State or local government funds, the Buyer may terminate, amend or modify any or all Purchase of Service Orders pursuant to this Agreement as necessary to avoid delivery of service for which the Buyer cannot make payment. The Buyer shall notify the Provider immediately in writing of any cause for termination hereunder. The Buyer shall pay the Provider for any authorized services rendered prior to the Provider's receipt of notice of termination hereunder.
19. **PROVIDER TERMINATION OF PURCHASE OF SERVICE ORDER:** After accepting the PO, the Provider may request the Buyer to terminate service provision to the client for child-related causes, including but not limited to, the Provider determining that the Buyer required services are not available. The Provider may not request the Buyer to terminate or adjust the Purchase of Service Order arbitrarily or without cause. The Provider must give thirty (30) calendar days advance written notice to the Buyer of any request for termination. However, in the event that the safety of the child, staff, or other individuals is at risk the Provider may request immediate termination of services. Services may be terminated so long as the parent or legal guardian, as the case may be, Buyer, and Provider agree to such termination.

- 20. INVOICES:** Each month the Provider shall submit to the CPMT Payment Processing Team separate invoices for each child for units of services authorized by the Buyer and actually delivered by the Provider during the preceding month. The Provider shall not mail invoices to the case managers of the Buyer. The Provider shall mail all invoices to the address as provided for in Paragraph 17, supra.

All invoices must contain the following information: legal name of the Provider; child/youth name; month service was provided; purchase order number; CSA case manager name; the provided service as defined on the Rate Sheet ; contract unit price; # of units; and specific service dates.

Providers are not to bill for more services than the maximum monthly number of units on the PO. Should the Provider receive a request from the case manager for additional services for that month, the Provider shall immediately notify the CPMT Payment Processing Team at (703) 324-7862. Additional services are only authorized by an amendment to the PO.

The Buyer shall pay within forty-five (45) days after Buyer's receipt of approved invoices which have been submitted by the Provider within ten (10) days after the end of the month to which the invoice relates. In the event payment of an approved invoice is not made within forty-five (45) days after Buyer's receipt of such invoice, the Buyer shall pay interest on the overdue amount at a rate of 0.5% per month from the date such amount becomes overdue until the date the invoice is paid in full. In the event payment is not made thereafter, the Provider shall notify the CPMT Payment Processing Team at (703) 324 -7862.

Provider invoices which are not approved will be returned to the Provider for correction or modification. The Provider promptly shall re-submit a corrected invoice.

The Provider shall not charge the Buyer, and the Buyer shall in no event be responsible for, more than the rate or the maximum number of units authorized by the Buyer and specified on the PO. If services are required which are not authorized or which exceed the number of authorized units, or both, the Provider must notify the Buyer immediately and receive written authorization from the Buyer prior to rendering such services.

In those instances where non-Virginia Medicaid medical services are provided to the client, the charges for such services shall be billed separately to a third party. If a client is placed by Fairfax County or Falls Church City Public Schools, any outside medical services shall be billed to the parents' insurance or to the parent.

All outside medical services shall be approved prior to the client receiving the services, unless they are of a nature requiring immediate emergency assessment and treatment to prevent life threatening or serious debilitating medical deterioration. In the latter instance, the Provider will follow the reporting requirements set forth in Paragraph 15, Serious Incident Reporting.

The Buyer shall not be obligated to pay for services when the Provider fails to submit invoices within thirty (30) days following the month of the provision of the service. However, in those instances when the Provider seeks payment from an insurance company, or CHAMPUS, the 30-day requirement is suspended, provided the Provider immediately notifies the Buyer of this contingency. Thirty (30) days following receipt by the Provider of said insurance, or CHAMPUS, payments, the Provider shall be required to submit invoices for balance due.

If the Provider receives Virginia Medicaid payments for services rendered under this Agreement, such payments shall constitute payment in full for those services. The Buyer will accept invoices and pay for services offered by a Medicaid enrolled Provider that are not eligible for Medicaid payment, while a child is awaiting Virginia Department of Medical Assistance Services (DMAS) determination. The Buyer will not accept or pay invoices for Medicaid eligible services until DMAS makes their determination that those services are no longer reimbursable for a particular child. The Buyer will continue to generate a PO containing both Medicaid and non-Medicaid eligible services. The Provider should submit a separate invoice for denied Medicaid eligible services once DMAS makes their final determination as to reimbursement for the entire month of service. Payments denied due to a Provider's failure to provide authorized Medicaid eligible services, or to submit required paperwork to DMAS in a timely manner are not eligible for CSA reimbursement.

21. **DENIAL OF FUNDING:** Due to the need to ensure that the best interests of the child/youth are met, it is required that when the Provider is notified that Medicaid or other non-CSA funding is to be discontinued that the Provider notify the Buyer's case manager by the next business day by telephone and then in writing. The case manager will assess the situation and may bring the case before the Family Assessment Planning Team (FAPT) to review the IFSP/case service plan. Providers will be paid for the stay, while awaiting a final decision, provided that the notification requirement to the case managers is met.
22. **ANCILLARY SERVICES:** Providers are encouraged to use Virginia Medicaid certified providers for medical, dental, and psychotherapeutic services. A list of Providers who have enrolled with Virginia Medicaid is available at: <http://www.dmas.state.va.us> then click on the link for Provider Search.

To request information regarding enrollment as a provider in the Virginia Medicaid Program contact the Department of Medical Assistance Provider Enrollment/Certification Unit at:

First Health Services - PEU PO Box 26803 Richmond, VA 23261-6803  
Phone: 1-888-829-5373 (in state toll-free), or 1-804-270-5105  
Fax: 1-804-270-7027

The website for Provider enrollment is: <http://www.dmas.state.va.us> then click on the link for Provider Enrollment.

23. **BILLING ERRORS:** If the Provider determines the payment received for services invoiced is an underpayment, then the Provider is responsible for notifying the Buyer in writing of the billing error within ninety (90) calendar days after receipt of the alleged underpayment. Supporting evidence describing in detail the nature of the payment error must accompany such notification. The Buyer must correct any error found or respond in writing to the Provider why no error exists within ninety (90) calendar days after receipt of the Provider's notification. If the Provider's notification and supporting evidence are not received by the Buyer within the ninety (90) calendar day limit, then the Buyer shall not be obligated to make any adjustments with regard to the asserted billing error.

If the Provider determines that the payment received for services invoiced was an overpayment, the Provider shall notify Buyer immediately and, at Buyer's election, issue a refund payment or credit memorandum within seven (7) days. Where the determination of overpayment is made initially by Buyer, then at Buyer's sole election, the Provider shall issue a refund payment within ten (10) days after Buyer's request or Buyer shall offset the overpayment amount against amounts due or to become due hereunder.

24. **DISPUTES:** Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which cannot be disposed of by negotiation or agreement can be presented by the Provider to the CPMT. The CPMT or its designee shall be responsible for making the final decision and notifying the Provider in writing of the decision. This provision shall not preclude the Provider from exercising any rights under law for failure of the Buyer to comply with the terms of this Agreement. Any such factual determination by the CPMT or its designee shall not be binding on the Provider in the case of any litigation concerning such issue.
25. **AGREEMENT TERMINATION:** Except as otherwise provided herein, should any of the terms of this Agreement be breached by one of the parties, the other party shall have the right to terminate its obligations hereunder if the aforesaid breach is not cured within five (5) days after notice of the breach is given to the breaching party. This right of termination hereunder is in addition to, and not in lieu of, any and all other rights which may be afforded to the non-breaching party.
26. **NOTICE:** Any notice expressly provided for in this Agreement shall be in writing, shall be given manually, by mail, or by overnight delivery service, and shall be deemed sufficiently given when actually received by the party to be notified. (FAX may be used by the Provider to give notice to the Buyer followed by the mailing of the original to the Buyer.) The notice shall be sent to the address set forth below:

BUYER: CSA Provider Relations Representative  
Fairfax-Falls Church CPMT  
12011 Government Center Parkway  
Suite 738  
Fairfax, VA 22035

**PROVIDER:** To the address as it appears on the Rate Sheet of this Agreement.

Any party by written notice to the other, given in the manner prescribed herein, may change its address for receiving notice.

**27. TERMINATION FOR CONVENIENCE:** This Agreement may be terminated in whole or in part by the CPMT in accordance with this clause whenever the CPMT shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Provider at least thirty (30) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective.

**28. BINDING AGREEMENT:** The terms of this Agreement, attached Addendum (a), any PO issued hereunder, and Rate Sheet:

- A. shall be enforceable and binding upon and inure to the benefit of the parties hereto;
- B. may not be modified or amended except by written agreement signed by the parties; and
- C. constitute the entire agreement of the parties with respect to its subject matter.

No provision of this Agreement shall be deemed to inure to the benefit of any third party.

**29. PERIOD OF CONTRACT:** The period of this contract shall be from July 1, 2003 through June 30, 2004. This contract may be renewed at the expiration of its term by agreement of both parties. Such renewal may be two (2) periods equal to the original contract period, or less, if agreeable, to all parties. In the event the parties to this Agreement have not reached mutual agreement as to the rates or terms prior to the expiration of this Agreement, this Agreement shall be extended on a month to month basis. The Provider will continue services for the existing placement(s) at the current rates until agreement is reached. The Buyer will continue to pay for services for the child(ren) already placed with the Provider at the current rates until agreement is reached. No new placements will be made with the Provider until agreement to the new rates is reached. No retroactive rate payment will be made by the Buyer.

IN WITNESS THEREOF the parties have caused this Agreement to be executed by officials hereunto duly authorized.

\_\_\_\_\_  
Authorized Representative of Provider

\_\_\_\_\_  
M. Gail Ledford

\_\_\_\_\_  
Title

\_\_\_\_\_  
CSA Program Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**FAIRFAX-FALLS CHURCH COMMUNITY POLICY AND MANAGEMENT TEAM**

**FY 2004 Comprehensive Services Act Rates**

**Legal Name of Provider:**  
**Address:**

**Tax ID#:**  
**Profit/Non-profit**  
**Capacity:**  
**Provider #:**  
**Contract Contact:**

**Telephone Number:**  
**FAX Number:**

**Effective Date: July 1, 2003**

**Expiration Date: June 30, 2004**

<u><b>Name of Service</b></u>	<u><b>Unit</b></u>	<u><b>Rate</b></u>	<u><b># Units</b></u>
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\_\_\_\_\_  
Authorized Representative of Provider

\_\_\_\_\_  
M. Gail Ledford

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**FAIRFAX-FALLS CHURCH COMMUNITY POLICY AND MANAGEMENT TEAM**

**FY 2005 Comprehensive Services Act Rates**

**Legal Name of Provider:**  
**Address:**

**Tax ID#:**  
**Profit/Non-profit**  
**Capacity:**  
**Provider #:**  
**Contract Contact:**

**Telephone Number:**  
**FAX Number:**

**Effective Date: July 1, 2004**

**Expiration Date: June 30, 2005**

<u>Name of Service</u>	<u>Unit</u>	<u>Rate</u>	<u># Units</u>
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\_\_\_\_\_  
Authorized Representative of Provider

\_\_\_\_\_  
M. Gail Ledford

\_\_\_\_\_  
Date

\_\_\_\_\_  
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**FAIRFAX-FALLS CHURCH COMMUNITY POLICY AND MANAGEMENT TEAM**

**FY 2006 Comprehensive Services Act Rates**

**Legal Name of Provider:**  
**Address:**

**Tax ID#:**  
**Profit/Non-profit**  
**Capacity:**  
**Provider #:**  
**Contract Contact:**

**Telephone Number:**  
**FAX Number:**

**Effective Date: July 1, 2005**

**Expiration Date: June 30, 2006**

<u>Name of Service</u>	<u>Unit</u>	<u>Rate</u>	<u># Units</u>
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\_\_\_\_\_  
Authorized Representative of Provider

\_\_\_\_\_  
M. Gail Ledford

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date